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8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA  
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11 Textron Financial Corp.,

12 Plaintiff,

13 v.

14 Michael S. Gallegos,

15 Defendant.  
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Case No.: 15-cv-1678-LAB-AGS

**REPORT AND RECOMMENDATION  
ON PLAINTIFF'S APPLICATION  
FOR A SHOW-CAUSE ORDER**

17 Defendant Michael Gallegos owes plaintiff nearly \$22 million. While Gallegos  
18 claims poverty, plaintiff says that Gallegos is using his businesses to fund a posh lifestyle,  
19 including a \$7 million mansion, luxury cars, and college expenses for two daughters. To  
20 help collect the debt, the Court assigned Gallegos's interests in various businesses to  
21 plaintiff and warned Gallegos not to "evade payment." (ECF No. 191, at 2.) Thereafter,  
22 Gallegos shuttled money from one of these businesses to another company he co-owns.  
23 That company—which was not listed in the assignment order—paid the lease on his  
24 personal Mercedes Benz.

25 This shell game is proper, contends Gallegos, because no business covered by the  
26 assignment order directly paid him. And plaintiff is only entitled to such direct payments,  
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28

1 or so the argument goes.<sup>1</sup> Plaintiff finds this argument unconvincing and moves for a show-  
2 cause hearing to determine if Gallegos is in contempt.

3 Gallegos's actions are gravely troubling. His businesses appear to pay his expenses,  
4 yet he draws no salary, which would be subject to garnishment by creditors (and taxation).  
5 He should pay his debts or pay for his debt-dodging. But the current assignment order—  
6 agreed to jointly by the parties—may lay an imperfect foundation for criminal contempt  
7 on these facts. To eliminate any wiggle room, this Court recommends modifying that order  
8 as follows:

### 9 **AMENDED ASSIGNMENT ORDER**

10 1. For purposes of this amended assignment order, the following definitions  
11 apply:

12 a. **Payment:** A “payment” refers to the transfer of any thing of value  
13 (including but not limited to money, securities, valuables, and credit), except for a bona  
14 fide salary for defendant Michael Gallegos. The term “payment” includes both direct and  
15 indirect transfers.

16 b. **Personal expenses:** The term “personal expenses” includes expenses  
17 for Gallegos himself as well as for his immediate family.

18 2. Plaintiff SPE LO Holdings, LLC, is assigned Gallegos's interests in any  
19 payment from any entity listed in the attached Appendix. SPE LO is entitled to any payment  
20 these entities make—or would otherwise make—that is: (a) directly to Gallegos; or (b) for  
21 Gallegos's personal expenses; or (c) to any intermediary so that another may ultimately  
22 make a payment directly to Gallegos or for Gallegos's personal expenses.

23 3. Gallegos must immediately report to SPE LO the amount and source of any  
24 salary he is currently receiving. This is a continuing duty, so Gallegos must also  
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28 <sup>1</sup> Gallegos admits that one business improperly paid him \$250 after his interest in  
that payment was assigned to plaintiff, but claims it was due to a clerical error.

1 immediately report any changes to his salary, such as a new salary source or any changed  
2 salary amount.

3 4. Gallegos shall not cause or encourage any entity listed in the attached  
4 Appendix to make a payment: (a) to him directly; or (b) for his personal expenses; or (c) to  
5 any intermediary so that another may ultimately make a payment directly to Gallegos or  
6 for Gallegos's personal expenses.

7 5. If any entity listed in the attached Appendix fails to provide SPE LO a  
8 payment to which it is entitled as described above, Gallegos must immediately cause the  
9 assignment and transfer of that payment to SPE LO.

10 6. Gallegos must immediately provide each entity listed in the attached  
11 Appendix with a copy of this amended assignment order and inform each such entity of its  
12 obligation to immediately re-direct the payments described above to SPE LO.

13 7. Gallegos is warned that if he violates this or any other Court order, the case  
14 may be referred to the U.S. Attorney's Office for a criminal contempt prosecution.

15 \* \* \* \* \*

16 In light of the foregoing, this Court recommends that SPE LO's request for a show-  
17 cause order be **DENIED**.

18 Within five calendar days of the District Judge's adoption of the foregoing proposed  
19 amended assignment order or issuance of a different amended assignment order, Gallegos  
20 must file with this Court a notarized verification that he has read that amended assignment  
21 order in its entirety (including any Appendix), that he fully understands it, and that he  
22 agrees to obey it. That verification must be signed by Gallegos personally, under penalty  
23 of perjury, in the presence of a notary licensed in the state of California.

24 Any objection to this report is due by July 17, 2017.

25 Dated: June 30, 2017

26   
27 Hon. Andrew G. Schopler  
28 United States Magistrate Judge

## **APPENDIX**

1. ABQ Hotel & Waterpark Investment, LLC
2. ABQ Hotel Investment, LLC
3. ABQ Hotel Ventures, LLC
4. Advent Hotel Management Corporation
5. Alameda Hotel Investment LLC
6. Amberly Hotel Investment, LLC
7. American Property Hospitality Management, LLC
8. American Property Hospitality
9. American Property Hotel II, LLC
10. American Property Hotel LLC
11. American Property Investments, LLC
12. American Property Investors – Alexis Park, LLC
13. American Property Investors – Reid Park, LLC
14. American Property Investors-ABQ, LLC
15. American Property Investors-Knoxville, LLC
16. American Property Investors, LLC
17. American Property Management Corp.
18. American Property--Management Corporation
19. AP/APMC Management, Limited Partnership
20. AP/APMC Management II, Limited Partnership
21. APHM Cancun Hotel Management, LLC
22. APHM Carlise, LLC
23. APHM FL Hotel Management, LLC
24. APHM Hotel Management, LLC
25. APHM NM Concessions, LLC
26. APHM Sunport, LLC
27. APMC Carlise Hotel Investors, LLC
28. APMC Concessions, Inc.
29. APMC Hotel Management, LLC
30. APMC International Hotel Management, LLC
31. APMC San Diego Hotel Management, LLC
32. Arroyo Grande Inn-Vestment, LLC
33. Arroyo Hotel, LLC
34. Armada Hotel Investment, LLC
35. Avenger Hotel Management, LLC
36. Bay Area Hotel Investment LLC
37. Canton Hotel Investment, LLC
38. Charleston Hotel Management Corporation
39. Charleston Hotel Management, LLC
40. Charleston Investment, LLC

- 1 41. CRS Hotel Investment I, LLC
- 2 42. Coronado Hotel Management Corporation
- 3 43. Coronado Investment, LLC
- 4 44. Cumberland Hotel Management, LLC
- 5 45. Diamond Hotel Management, LLC
- 6 46. Downtown Hotel Investors, LLC
- 7 47. Downtown San Diego Hotel Investment, LLC
- 8 48. DSS Hotel Investment, LLC
- 9 49. Fine Hotels Limited Partnership
- 10 50. Front Street Hotel Investment, LLC
- 11 51. Galisteo Hotel Investment, LLC
- 12 52. Garden Hotel Investment, LLC
- 13 53. Gaudalupe Hotel Investment, LLC
- 14 54. Global Bancorp Commodities and Investments, Inc.
- 15 55. Grover Beach Inn-vestment, LLC
- 16 56. Grover Hotel, LLC
- 17 57. Harbor View Hotel Manager, LLC
- 18 58. Harbor View Hotel Ventures, LLC
- 19 59. Harbor View Investments
- 20 60. High Desert Hotel Investment, LLC
- 21 61. Jet Stream Hotel Management, LLC
- 22 62. Lamy Hotel Investment, LLC
- 23 63. Las Cruces Hotel Limited Partnership
- 24 64. Las Cruces Hotel Management Corp
- 25 65. Little Italy Hotel Investment LLC
- 26 66. LLJ Canton Vinters, LLC
- 27 67. LLJ Hotel Ventures 4, LLC
- 28 68. Market Avenue Hotel, LLC
69. Market Avenue LLC
70. Melbourne Beach Hotel LTD. Co. LLC
71. Melbourne Beach Hotel Management Corp.
72. Melbourne Beach Investment Ltd. Co.
73. Mid-Continent Hotel Management, LLC
74. Mountain Road Hotel Investment, LLC
75. Northside Hotel Investment, LLC
76. Old Town Hotel Investment, LLC
77. Pacific Pearl Hotel Management - ABQ, LLC
78. Pacific Pearl Hotel Management - Boerne, LLC
79. Pacific Pearl Hotel Management - Fort Myers, LLC
80. Pacific Pearl Hotel Management -La Jolla, LLC
81. Pacific Pearl Hotel Management - Las Vegas, LLC

- 1 82. Pacific Pearl Hotel Management - Niagara, LLC
- 2 83. Pacific Pearl Hotel Management - San Diego, LLC
- 3 84. Pacific Pearl Hotel Management - SLC, LLC
- 4 85. Pacific Pearl Hotel Management - Wisconsin, LLC
- 5 86. Pacific Pearl Hotel Management, LLC
- 6 87. Pacific Pearl Hotel Mgmt - Canton, LLC
- 7 88. Pacific Pearl Hotel Mgmt - Niagara, LLC
- 8 89. Pacific Pearl Hotel Mgmt - NW, LLC
- 9 90. Pacific Pearl Hotel Mgmt - Ontario, LLC
- 10 91. Pacific Pearl Hotel Mgmt - Phoenix, LLC
- 11 92. Pacific Pearl Hotel Mgmt - Scottsdale, LLC
- 12 93. Pacific Pearl Hotel Mgmt - Tulsa, LLC
- 13 94. Pacific Pearl Hotels, LLC
- 14 95. Pan American Hotel Investment, LLC
- 15 96. Passaic Investment LLC
- 16 97. Picacho Hotel Investment LLC
- 17 98. Reid Park Investors, LLC
- 18 99. Rio Grande Hotel Investment, LLC
- 19 100. Rio Rico Resort Investment, LLC
- 20 101. Rock Around the World Management, LLC
- 21 102. Rosecrans Hotel Investment, LLC
- 22 103. San Antonio Hotel Investment-GP, LLC
- 23 104. San Antonio Hotel Investment-LP, LLC
- 24 105. San Diego Harbor View Investment, LLC
- 25 106. San Diego Hotel Investment LLC
- 26 107. Sangre De Cristo Hotel Investment LLC
- 27 108. Santa Fe Hotel Investment LLC
- 28 109. Santa Fe Picacho Hotel Management Corp.
110. Sassafras Hotel Investment, LLC
111. Sawmill Hotel Investment, LLC
112. St. Francis Hotel Investment, LLC
113. Stadium Hotel Investment, LLC
114. Tampa Hotel Investors LLC
115. Tucson Hotel Investors, LLC
116. UBB Investment LLC
117. Union City Hotel Management Corporation
118. Union City Hotel, LLC
119. Union City Investment, LLC
120. Wisconsin Dells Hotel Investment, LLC
121. Wisconsin Dells Investment, LLC
122. Yakima Hotel Investment LLC